



**UNIVERSITÀ
DEGLI STUDI
DI TRIESTE**

MEMORANDUM OF WORKING ARRANGEMENT
BETWEEN
UNIVERSITÀ DEGLI STUDI DI TRIESTE
AND
MULTINATIONAL CIMIC GROUP HEADQUARTERS
CONCERNING
THE
ESTABLISHMENT
OF COLLABORATIVE ENVIRONMENT IN SUPPORT
OF TRAINING AND EDUCATIONAL ACTIVITIES

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INTRODUCTION

Università degli Studi di Trieste (hereinafter "University of Trieste"), located in Trieste (Italy), Tax ID Code n. 80013890325, represented by its Rector, Prof Roberto Di Lenarda, who intervenes not on his own but as a legal representative, and Multinational CIMIC Group Headquarters (MNCG HQ), located in Motta di Livenza, Italy, Tax ID Code n. 94100180267, represented by its Commander, Col. Ugo Proietto, who intervenes not on his own but as a legal representative, hereinafter collectively designed as the Participants:

- CONSIDERING the activities carried out by each Participant in terms of training and education;
- CONSIDERING that University of Trieste is a public institution providing international scientific research and higher education, joining high-level scientific and training efforts and a proactive effort in the international cooperation field, in order to promote the sustainable and harmonious development of societies throughout the world. Its statutory objectives are:
 - To carry out studies and research and to organize result exploitation activities;
 - To provide national and international institutions with scientific insights for the promotion of the cultural, economic and social development of societies;
 - To organize high-level training courses;
- CONSIDERING that Multinational CIMIC Group Headquarters is a multinational, combined Unit (including personnel from different services of the contributing nations), responsible for the implementation of the Civil-Military Cooperation operative functioning within NATO. Multinational CIMIC Group Headquarters is the only CIMIC operational Unit within NATO capable of deploying effective CIMIC assets in support of NATO, UN, OSCE and EU, as part of a comprehensive approach to the prevention and management of crisis.
- CONSIDERING that University of Trieste and Multinational CIMIC Group Headquarters signed a previous MWA, which expired on 12 December 2022;

- CONSIDERING the benefits for the Participants stemming from enhanced cooperation;
- DESIRING to continue their efforts for collective training and education in the respective area of expertise and knowledge;

HAVING REGARD TO

- The Statute of the University of Trieste;
- The Memorandum of Understanding of the Multinational CIMIC Group Headquarters.

have reached the following understanding:

Section 1

Definitions

- 1.1 University of Trieste is a public institution providing international scientific research and higher education, located in Trieste, Italy.
- 1.2 MNCG HQ Multinational CIMIC Group is an International Military Headquarters, NATO Affirmed Force to SACEUR and affiliated to SHAPE, located in Motta di Livenza, Italy as outlined in the North Atlantic Council document PO(2005)0034-AS1.
- 1.3 These Authorities will be defined in the course of this Memorandum of Working Arrangement (MWA) as Participants.

Section 2

Purpose and Scope

- 2.1 The purpose of the MWA is to set out the general terms by which the MNCG HQ and University of Trieste will work together to implement a cooperation framework to enhance the excellence and capacity of both the Participants.
- 2.2 The development and implementation of any cooperation initiative as listed above will be separately established between the Participants and outlined in written Executive Protocols, which will specify the governing of the joint activities and will be an integral part of this MWA.

Any implementing agreements originating in the following MWA will be subject to the prior approval of the MNCG HQ Co-ordinating Committee and accompanied by the expected technical and financial estimates and cost-effectiveness analysis of the performance each Participant undertakes to provide.

2.3 The Arrangement is targeted to implement activities in the following thematic areas of cooperation and is based on mutual and reciprocal support according to the respective competencies and capacity of the Participants that will be evaluated on a case-by-case basis:

- Identification and provision of key training staff providing for the specific training needs identified by each Participant;
- Reciprocal support to the training and learning activities organized by the Participants;
- Organization of joint training and learning activities;
- *Ad hoc* technical assistance for specific activities developed within the cooperation framework, including research-based activities and the development of consulting work.

2.4 Cooperation will cover the following activities:

- Exchange of scientific experts, analysts, training experts and academic staff;
- Exchange of experience, publications and other educational and scientific material of interest to both Participants;
- Elaboration and implementation of research projects, analysis and background studies in areas of common interest.

Section 3

Responsibilities

3.1 The Participants will exchange the relevant Training Programs in due time, in order to allow proper planning. Should a Participant not be able to participate to the scheduled training activities, a written notification three weeks in advance is required.

- 3.2 The relevant facilities (classrooms, educational, coffee break, food service, etc.) will be rendered available to both Participants to attend workshops, round tables and other training and educational activities as agreed upon in the specific Executive Protocol.
- 3.3 The Participants may agree to insert the relevant logo/coat of arms on the respective websites with a link to the partner's website, conference package and other promotional materials. Different use of the relevant logo/coat of arms must be requested in writing and approved by the relevant Participant.
- 3.4 The Administration of Defense shall be deemed to be, in any case, relieved of any third-party liability towards any third parties for any damages and/or accidents that may arise in the course of carrying out the activities arising from this MWA.
- 3.5 The Participants assume all the obligations related to the application of the rules on health and safety at workplaces (Legislative Decree n. 81 of 9 April 2008, including subsequent amendments and additions) in respect of persons hosted in the facilities in which the activities deriving from this MWA will take place.

Section 4

Financial Provisions

- 4.1 No financial obligation and/or responsibilities for the Participants will be generated under this MWA. The implementation of this Arrangement and consequent specific implementing conventions/agreements will not result in new or greater charges for their respective budgets. Both Participants will, each for their relevance, bear the burdens within the organizational, human and financial resources available under existing legislation and with respect to the principle of economic equity. Any successive implementing agreements will have to respect the same principles and may also be regulated by the appeal to legal bartering, in accordance with current legislation.

- 4.2 Participants will charge Tuition Fees (TF) on a case-by-case basis for the participation to workshops, other round tables and educational activities and the access to the food services available in the respective locations.
- 4.3 Participants will be responsible for the costs in support of the respective teachers.
- 4.4 Each person involved in the activities under this cooperation framework shall be granted insurance coverage by the institution of affiliation.
- 4.5 In order to implement this cooperation framework, Participants may engage third parties (national and international authorities, private actors, etc.) to find additional financial resources to cover expenses.

Section 5

Representatives of the Convention

- 5.1 For the implementation and management of the activities referred to in Section 2 each Participant designate a contact person with the task of jointly defining the common lines of action, periodically verifying their implementation. The referents must not be in situations of conflict of interest or incompatibility.
- 5.2 For the University of Trieste, the contact person is required to submit an annual report to the University on the implementation of the Convention, and is identified in Prof. Federico Battera; for the MNCG HQ the contact person is the CJ7 Branch Chief.
- 5.3 In the event of replacement of its contact person, the Participant will inform the other within thirty days with written communication.

Section 6

Limitation of liability clause

- 6.1 The MNCG HQ does not assume obligations on behalf of the University of Trieste nor does it represent it, always and exclusively acting in its own name and on its own account, unless

expressly authorized by the University of Trieste.

- 6.2 The University of Trieste does not assume the obligations on behalf of the MNCG HQ nor does it represent it, always and exclusively acting in its own name and on its own account, unless expressly authorized by the MNCG HQ.
- 6.3 Any guarantee by the University of Trieste for the obligations contracted by the MNCG HQ is excluded; likewise, any guarantee of MNCG HQ for the obligations contracted by the University of Trieste is excluded.

Section 7

Codes of ethics and conduct

- 7.1 The Participants undertake to ensure that their auxiliaries, employees and/or collaborators observe the rules, regulations, procedures and principles, as far as applicable, contained in their respective codes of ethics and codes of conduct.

Section 8

Legal Considerations

- 8.1 Without prejudice to the obligations under the relevant Italian Law, NATO Treaty, the NATO SOFA and the Paris Protocol, the Participants do not intend to create any right or obligation under International Law by virtue of this MWA.
- 8.2 The Participants do not intend to cause a conflict between this MWA and the relevant Italian Law or international Law. Such conflict should nevertheless arise, the affected Italian or International Law shall prevail over this MWA. The Participant whose Italian Law or obligations under International Law are affected will notify the counterparty in writing.
- 8.3 Ownership regarding the intellectual property generated by one of the Participants will be held and administered by generator, unless otherwise specified. Unless otherwise agreed, any partner shall be entitled to take any action to protect technological and scientific results

descending from the present cooperation. In case of joint results, both parties will own the intellectual property rights together, according to each inventive contribution. Both institutions undertake to protect and exploit them, according to the industrial law and regulations in force in both institutions.

- 8.4 This MWA has been drawn up in English. Further versions may be drawn up in other languages and the relative translation into Italian, if necessary. For legal purposes, the text in English is to be given priority of interpretation.

Section 9

Commencement, Duration and Termination

- 9.1 This MWA will come into effect upon the date of the last signature thereto. It will be valid for five years from the date of signing. Nonetheless, the Participants may extend the period of this MWA by mutual consent, in writing, by their duly authorized representatives.
- 9.2 A Participant may withdraw from this MWA on presentation of a six months written notice to the other Participant. Any ongoing and scheduled activity at that time will not be affected.
- 9.3 The Participants also reserve the right to withdraw for just cause if the activity deriving from this Arrangement, even if only potentially, involves an opportunity for commitment that is not compatible with their financial resources.
- 9.4 In any case, the withdrawal must be communicated to the counterparty by registered letter with return receipt, or by Certified Electronic Mail.
- 9.5 The Participants agree by signing this Arrangement that no amount will be due as indemnity, refund or compensation following the withdrawal.

Section 10

Modification and Disputes

- 10.1 The content of this MWA may be re-negotiated or amended at any time by mutual agreement

upon written request by any Participant. Any amendments are to be in writing and agreed by both Participants. Agreed amendments shall enter into force in accordance with the provisions of Section 9 of this MWA.

10.2 In the event any dispute arises between the Participants out of or in relation to this Arrangement, including any dispute regarding its breach, termination or validity and interpretation, the Participants shall attempt to resolve such dispute through friendly consultation.

10.3 In any case, the Participants determine the exclusive jurisdiction of the Court of Venice.

Section 11

Processing of personal data

11.1 The Participants acknowledge that any processing of personal data that will be carried out in the context of the activities resulting from this Arrangement shall be carried out by each Participant in its capacity as independent data controller to the extent of its competence and also mutually undertake to process the personal data, with analogue or digital support, in compliance with the general principles regarding the protection of personal data, of all obligations established by Regulation (EU) 2016/679 concerning the protection of natural persons with regard to the processing of personal data and free circulation of such data (hereinafter "GDPR"), by Legislative Decree 196/2003 "Privacy Code", amended by Legislative Decree 101/2018 and subsequent amendments, and the regulations on the matter, as well as the provisions of the Italian Data Protection Authority, if applicable.

11.2 Each Participant acknowledges and accepts that personal data relating to natural persons appearing in this Convention representing the Participants are processed exclusively for the purpose of concluding this Convention and executing the legal relationship that derives from it in accordance with the information provided pursuant to art. 13 of the GDPR, which each

Participant undertakes from now on to bring to their knowledge as part of their internal procedures.

- 11.3 Each Participant makes the information available for these categories of interested parties, together with their possible updates, in the "privacy" section of its website.

Section 12

Disclosure and information

- 12.1 The Participants representatives will comply with the applicable security regulations.
- 12.2 The Participants representatives will safeguard security of any information provided during the attendance of courses, workshops and other training and educational activities.
- 12.3 The Participants representatives will ensure the provisions related to disclosure of information and confidentiality will remain in place.

Section 13

Expenses

- 13.1 This Arrangement only constitutes a reference framework for the activation of mandatory relations between the Participants and has no economic content.
- 13.2 Any expenses, duties and taxes relating to this deed are shared between the Participants.
- 13.3 The stamp duty is paid entirely by the Università degli Studi di Trieste and is paid pursuant to the D.M. 17.06.2014.
- 13.4 This Arrangement will be registered in case of use pursuant to Article 4 – Part II Tariff of the D.P.R. no. 131/1986. Any registration fees shall be borne by the requesting Participant.

The present Arrangement will enter into effect when each of the Participants will sign the official document with a digital signature in accordance with article nr. 15 of the Italian Law nr. 241/1990.

The Commander of the
Multinational CIMIC Group Headquarters
Col. Ugo Proietto

The Rector of the
Università degli Studi di Trieste
Prof. Roberto Di Lenarda